



**IN THE CIRCUIT COURT OF MADISON COUNTY, ALABAMA**

**WANDA MARIE DAVIS,**

Plaintiff,

**CASE NO.:** \_\_\_\_\_

vs.

**JURY DEMAND**

**KROGER LIMITED PARTNERSHIP I;**

**THE KROGER CO.; and,**

**NO. 1**, whether singular or plural, being that individual or entity who or which was doing business as Kroger Limited Partnership I located at 7090 Highway 72 W, Huntsville, Alabama at the time of the occurrence made the basis of Plaintiff's Complaint;

**NO. 2**, whether singular or plural, being that individual or entity who or which was doing business as The Kroger Co. located at 7090 Highway 72 W, Huntsville, Alabama at the time of the occurrence made the basis of Plaintiff's Complaint;

**NO. 3**, whether singular or plural, being that individual or entity who or which was doing business as Kroger located at 7090 Highway 72 W, Huntsville, Alabama at the time of the occurrence made the basis of Plaintiff's Complaint;

**NO. 4**, whether singular or plural, being that entity or those entities including persons who or which failed to identify or remedy known or foreseeable hazards regarding the check-writing platform involved in the occurrence made the basis of plaintiff's complaint;

**NO. 4**, whether singular or plural, being that entity who or which issued or had a duty to issue warnings and/or instructions regarding the subject check-writing platform involved in the occurrence made the basis of plaintiff's complaint;

**NO. 5**, whether singular or plural, being that entity who or which designed, manufactured, distributed, sold, and/or maintained the subject check-writing platform involved in the occurrence made the basis of plaintiff's complaint;

**NO. 6**, whether singular or plural, being that entity who or which designed, manufactured, distributed, sold, and/or maintained the component parts of the subject check-writing platform involved in the occurrence made the basis of plaintiff's complaint;

**NO. 7**, whether singular or plural, being that entity other than those entities described above, whose negligence, wantonness, breach of warranty, breach of contract, or other wrongful conduct contributed to cause the occurrence made the basis of plaintiff's complaint;

**NO. 8**, whether singular or plural being that entity other than those entities described above who or which is a successor in interest of those entities described above; plaintiff avers that the identity of the fictitious parties defendants are otherwise unknown to plaintiff at this time, or if their names are known to plaintiff at this time, their identities as proper party defendants are not known to Plaintiff at this time, and their true names will be substituted by amendment when the aforesaid lacking knowledge is ascertained,

**Defendants.**

**EXHIBIT "A"**

**COMPLAINT**

For Complaint in the above-styled cause, Plaintiff aver as follows:

**PARTIES AND JURISDICTION**

1. Plaintiff Wanda Marie Davis is an adult resident and citizen of Madison County, Alabama.
2. Upon information and belief, defendant Kroger Limited Partnership I is a foreign limited partnership, formed in Ohio with its principal address in Cincinnati Ohio, and doing business as Kroger located at 7090 Highway 72 W, Huntsville, Alabama, at all times applicable hereto.
3. Upon information and belief, defendant The Kroger Co. is a foreign corporation, formed in Ohio with its principal address in Cincinnati Ohio, and doing business as Kroger located at 7090 Highway 72 W, Huntsville, Alabama, at all times applicable hereto. Hereinafter, Defendants Kroger Limited Partnership I and The Kroger Co. are hereinafter collectively referred to as "Kroger."
4. The incident which forms the basis of Plaintiff's Complaint took place on or about January 15, 2020 in Madison County, Alabama.

**COUNT I  
NEGLIGENCE/WANTONNESS**

5. On or about Wednesday, January 15, 2020, Wanda Marie Davis sustained physical injuries when a check-writing platform fell on her left foot while she was shopping at Kroger located at 7090 Highway 72 W, Huntsville, Alabama; the incident being as a result of Defendants Kroger, their agents, servants, and employees and/or one or more of the

fictitious party defendants listed and/or described in the caption of Plaintiff's Complaint, failure to properly assemble and/or maintain the check-writing platform.

6. Defendants, their agents, servants, and employees and/or one or more of the fictitious party defendants listed and/or described in Plaintiff's Complaint, knew or in the exercise of reasonable care should have foreseen the dangers present in the check-writing platform as presented in the check-out lane being utilized by Plaintiff Wanda Marie Davis.

Defendants were negligent or wanton in one or more of the following respects:

- a. Defendants failed to exercise reasonable care in assembling the check-writing platform;
  - b. Defendants failed to warn customers such as Wanda Marie Davis of defects and dangers associated with the check-writing platform; which defendants knew or should have known existed prior to the date of this occurrence;
  - c. Defendants failed to assemble the check-writing platform in such a manner so as not to constitute a hazard to customers such as Wanda Marie Davis;
  - d. Defendants failed to provide adequate warnings or instructions regarding the use of the defective and dangerous check-writing platform.
  - e. Defendants failed to exercise due care by failing to train their agents, servants and/or employees in the proper assembly of the check-writing platform.
7. As a proximate result of Defendants' negligent or wanton conduct, Plaintiff was caused to suffer the following injuries and damages:
- a. Wanda Marie Davis incurred, and continues to incur, physical pain and suffering as a result of the physical injuries sustained in the above described incident, which injuries include but are not limited to a contusion of the left foot and avascular necrosis of the left sesamoid bone which required Plaintiff to undergo sesamoidectomy of the first toe under general anesthesia;



- b. Wanda Marie Davis incurred, and continues to incur, mental pain and anguish as a result of the physical injuries sustained in the above described incident;
- c. Plaintiff incurred, and continue to incur, medical expenses in and about an effort to cure and/or heal the physical injuries sustained by her;
- d. Plaintiff incurred, and continue to incur, loss of enjoyment of life as a result of the physical injuries sustained in the above described incident;
- e. Wanda Marie Davis incurred permanent impairment and disabilities as a result of the physical injuries sustained in the above described incident;
- f. Wanda Marie Davis incurred permanent disfigurement and scarring as a result of the physical injuries sustained in the above described incident;
- g. Wanda Marie Davis incurred lost wages as a result of the physical injuries sustained in the above described incident.

WHEREFORE, Plaintiff demands entry of judgment against the Defendants, and each of them, in an amount which the jury deems fair and just to compensate Plaintiff, punitive damages and costs of court.

ATTORNEYS FOR PLAINTIFF



DOUGLAS J. FEES  
**THE COCHRAN FIRM HUNTSVILLE, P.C.**  
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**Plaintiff respectfully demands a trial by struck jury.**



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DOUGLAS J. FEES

*Defendants may be served by certified mail by filer as follows:*

Kroger Limited Partnership I  
Corporation Service Company, Inc.  
641 South Lawrence Street  
Montgomery, AL 36104

The Kroger Co.  
Corporation Service Company, Inc.  
641 South Lawrence Street  
Montgomery, AL 36104